



# Clark, Butler, Walsh & Hamann

Attorneys at Law

315 E. 5th Street ■ P.O. Box 596 ■ Waterloo, Iowa 50704 ■ (319) 234-5701

FAX (319) 232-9579 ■ www.cbwh-law.com

Wallace W. Butler, Retired  
Craig O. Clark 1923-2004  
Fred G. Clark, Jr. 1922-1984  
Emily C. Bartekoske  
Rebecca A. Felereisen  
Timothy W. Hamann \*  
Jared R. Knapp  
Christy R. Liss  
James E. Walsh, Jr. \*\*  
Christopher S. Wendland

\* Also admitted in Minnesota  
\*\* Also admitted in Illinois,  
Minnesota and Wisconsin

MAR 17 2010

March 16, 2010

Chris Western  
Community Planning & Development  
715 Mulberry St.  
Waterloo, IA 50703

RE: 625 Glenwood St. (Preliminary Opinion)

Dear Chris:

I have examined for you an abstract of title certified by Black Hawk County Abstract Company from dates of filing of the roots of title to March 1, 2010 at 8:00 am.

**Legal Description:**

Parcel "1" of Survey recorded in Doc. #2005-16668 being part of Lots Nos. 9 and 10 in Hardy and Virden's Plat and part of Wilby's Addition all in the City of Waterloo, Iowa.

**Titleholder:** Based solely on the abstract of title, I find merchantable title to be vested in **NEVADA BAPTIST CHURCH.**

*Title to the described property is subject to the following comments and objections:*

**Mortgages and Liens:**

None shown.

**Easements:**

A. Entry No. 58 of the abstract indicates that the premises is subject to a permanent easement for ingress and egress and utilities, as described more fully at said entry and in Survey Doc. #2005-16668 and as depicted on plats of survey attached to the abstract. Because the City already owns the property that is benefited by the easement, the easement will merge into title after conveyance of the premises to the City.

B. Entry No. 11 shows a Warranty Deed for Lot No. 21 in Wilby's Addition to Waterloo, Iowa, filed September 27, 1965 in 454 Deeds 561. The abstract shows that this Warranty Deed was given subject to restrictions and easements of record, although no specific restrictions or easements are shown in the abstract that affect this part of the premises.

Chris Western  
Re: 625 Glenwood St.  
March 16, 2010  
Page 3

D. City of Waterloo Urban Revitalization Area Ordinance No. 4493 filed for record October 16, 2001 in 344 Misc 426.

E. Amended Rath Urban Renewal and Redevelopment Plan filed October 19, 2004 as Doc. #2005-09901.

**Property Taxes:**

A. The abstract indicates real property taxes in the amount of \$3,586.00, payable in fiscal year 2009/10, have been paid in full. The abstract does not indicate that any special assessments have been certified as liens against the premises.

**Other Cautionary Matters:**

A. You should determine whether any solid wastes, hazardous substances, pollutants, above or below ground storage tanks, drainage wells, water wells, landfill sites, or other environmentally regulated conditions exist on the property. Such conditions are not ordinarily shown in the Abstract, but they may result in injunctions, fines, required cleanup, or other remedial actions under federal, state, or local laws. These laws may impose liens against the property and personal liability against the owner, even though the owner did nothing to create the condition and acquired the property without knowing about it. You are advised to make a diligent inquiry regarding the presence of any of the above items on the premises.

B. The following matters would not appear on an abstract of title so you should make your own independent investigation to determine:

1. Rights of parties in possession, if other than said titleholders;
2. Location of improvements, to be sure no boundary violations exist;
3. If any unrecorded easement or interest in the nature of an easement exists on, over or under said property, the existence of which is apparent or could be established by physical evidence of its use;
4. If any unpaid bills exist for labor or material furnished to repair or improve said property for which mechanics' liens might be filed;
5. If there are any bankruptcy or other federal court proceedings affecting titleholder or the real estate that have not been transcribed to the clerk of court; and
6. If any special assessments for government services exist as a lien on the property, even though not yet certified to the county treasurer.

Chris Western  
Re: 625 Glenwood St.  
March 16, 2010  
Page 2

C. Entry No. 20 of the abstract indicates that the premises is subject to an easement in favor of the City of Waterloo, Iowa for the construction, operation and maintenance of storm and sanitary sewers and utilities. Because the City is the party who benefits from the easement, the easement will merge into title after conveyance of the premises to the City.

D. Entry No. 22 shows an easement contained in a Warranty Deed filed April 14, 1982 in 563 CLD 61. This easement was given in favor of Robert J. Bertch d/b/a Bertch Wood Specialties for purposes of ingress and egress and access to the loading dock and westerly side of the building located on property abutting the premises. You are referred to the abstract for further information about the portion of the premises that may be affected by this easement.

**Clouds on Title or Other Interests:**

A. Entry No. 42 shows a Quit Claim Deed dated October 14, 1998 and filed October 21, 1998 in 665 CLD 591, by which Becky Holtz conveyed a portion of the premises to Marathon Investments, LLC. The deed does not indicate the grantor's marital status. I require either a quit claim deed from the spouse of Becky Holtz, an affidavit stating that Becky Holtz was a single person when she gave the 1998 deed, or an affidavit of possession from titleholder under Iowa Code § 614.17A be filed to cure this objection.

B. Entry No. 75 shows a Quit Claim Deed dated December 28, 2007 and filed April 17, 2008 as Doc. #2008-20395, by which Glenwood Properties LLC conveyed the premises to titleholder. The deed was signed by John Holtz for Glenwood Properties LLC. Neither the deed nor the acknowledgement state John Holtz's capacity as signer for Glenwood Properties LLC. I require either a new deed be filed which indicates the signer's capacity, or in the alternative, an affidavit from a knowledgeable party indicating what John Holtz's capacity was as signer for Glenwood Properties LLC.

**Conveyance Requirements:**

A. It is not clear from the abstract whether titleholder is a non-profit corporation or some other form of organization. Titleholder should clarify this question so a determination can be made about the proper form of conveyance. It is advisable to obtain a copy of titleholder's articles of incorporation and bylaws, or similar charter documents, which may set forth particular requirements for an authorized conveyance.

**Governmental Regulations:**

A. Waterloo Municipal Airport Zoning Resolution and Ordinance filed for record September 13, 1957, in Miscellaneous Record Book 106, Page 495.

B. The real estate is zoned "M-1 Light Industrial District," pursuant to City of Waterloo Zoning Ordinance filed February 28, 1969 in 181 Misc 609.

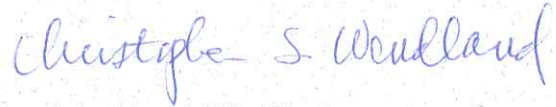
C. City of Waterloo Revitalization Area Ordinance 3176 filed for record February 1, 1982 in 243 Misc 813.

Chris Western  
Re: 625 Glenwood St.  
March 16, 2010  
Page 4

Sincerely,

CLARK, BUTLER, WALSH & HAMANN

By:



Christopher S. Wendland  
Title Guaranty No. 7929

P.S. I will retain the abstract of title pending closing.

CSW:amj  
Enc.

Resolutions continued

Mr. Hart asked to abstain on the vote since he is on the Iowa Great Places Citizen Advisory. Paul Hutting, Leisure Services Director, reported that the City has been recognized as a great place and has jointly applied with Cedar Falls and the Cedar Falls Historical Society. All of this is related to the river and that is the common thread between the entities. The City is asking for funding but is also asking to be recognized. The City will be recognized next week.

Resolution adopted and upon approval by Mayor assigned No. 2010-71.

130558 - Welper/Schmitt

that communication from City Planner transmitting contracts and promissory notes for Disaster Recovery Business Rental Assistance Program in the amount of \$27,600.00, be received, placed on file and "Resolution approving said documents", be adopted and Mayor authorized to execute same. Ayes: Seven.

Resolution adopted and upon approval by Mayor assigned No. 2010-72.

130559 - Welper/Schmitt

that communication from City Planner transmitting Encroachment Agreement to allow for a handicap accessibility ramp to encroach approximately 4 feet into Railroad Avenue right-of-way, north of 1137 Steely Street, be received, placed on file and "Resolution approving said agreement", be adopted and Mayor authorized to execute same. Ayes: Seven.

Resolution adopted and upon approval by Mayor assigned No. 2010-73.

130560 - Welper/Schmitt

that communication from City Planner transmitting Purchase Offer for 158 Sans Souci Drive as part of the Hazard Mitigation Grant Program (HMGP) Property Acquisition Project, be received, placed on file and "Resolution approving said document", be adopted and Mayor and City Clerk authorized to execute same. Ayes: Seven.

Resolution adopted and upon approval by Mayor assigned No. 2010-74.

130561 - Hart/Schmitt

that communication from City Planner transmitting request of Signs and Designs for a Minor Site Plan Amendment for United Medical Park Sign at 1717 W. Ridgeway Avenue, be received, placed on file and "Resolution approving said request", be adopted. Ayes: Seven.

Resolution adopted and upon approval by Mayor assigned No. 2010-75.

130562 - Hart/Schmitt

that "Resolution accepting and approving acquisition of property generally located at 1333 Leavitt Street, as granted by court order pursuant to Section 657A of the Iowa Code", be adopted. Ayes: Seven.

Resolution adopted and upon approval by Mayor assigned No. 2010-76.

130563 - Hart/Schmitt

X that "Resolution accepting and approving acquisition of property generally located at 625 Glenwood Avenue", be adopted and Mayor authorized to execute same. Ayes: Seven.

Resolution adopted and upon approval by Mayor assigned No. 2010-77.

130564 - Hart/Schmitt

that communication from Community Planning and Development Director transmitting request for Letter of Support for the redevelopment of the Russell Lamson building by Sherman Associates, at an estimated cost of \$10.7 million, be received, placed on file and "Resolution approving said request", be adopted. Ayes: Seven.

Resolution adopted and upon approval by Mayor assigned No. 2010-78.

## 2. Land Acquisition and Disposition

The City intends to finance the acquisition of one or more tracts of land in the Project Area for purposes of private development. Other areas may be identified for acquisition in the future for the following purposes:

- a. To provide sites for needed private and public improvements or facilities or other public purposes, in proper relationship to the projects demand for such facilities and in accordance with accepted criteria for the development of such facilities;
- b. To assemble land into parcels of adequate size and shape to meet contemporary development needs and standards and to allow new construction to meet the objectives of the Plan.
- c. To acquire any and all interests in any property within the Project Area, which in any way dominates or controls usage of other real property, proposed to be acquired.

The City may make improvements in preparation to redevelopment or transfer of land to private developers. Improvements will be accomplished in accordance with the goals and objectives of this Plan and in concert with other actions to ensure timely improvement of the land.

The City may advertise and solicit development proposals, may negotiate directly with prospective developers, and may dispose of all or a portion of the property acquired by it for the purpose of redevelopment in accordance with the goals and objects of this Plan. The property so disposed of may include vacated right-of-way and other lands under public ownership, which are not needed for public purposes.

The City may subdivide, vacate, or otherwise change the recorded arrangement of property under its control to accomplish the goals and objectives of this Plan.

## 3. Public Improvements

- a. Infrastructure such as streets, sewers, parking, streetscape, skywalks, sidewalks, etc. will be constructed in association with enhancing the new development projects using the local option sales tax for street reconstruction and G.O. Bonds which will be paid off with the increased tax increment revenues resulting from private investment in the Rath area.

## D. Other Provisions Necessary to Meet State and Local Requirements

become the property of the Buyers when the purchase price is paid in full. Seller shall pay cost of additional abstracting and/or title work due to act or omission of Sellers, including transfers or death of Sellers or assigns.

17. **REMEDIES OF THE PARTIES:** If the Sellers fail to fulfill this Agreement, they will pay the Broker the regular real estate commission in full. The Buyers shall have the right to have all payments returned or to proceed by any action at law or in equity and the Sellers agree to pay costs and reasonable attorney fees and a Receiver may be appointed. For purpose of collecting the Broker's commission, Broker shall be deemed a third party beneficiary to this agreement and may maintain an action at law against Sellers for the collection of Broker's commission. If the Buyers fail to fulfill this Agreement, Sellers may forfeit the same as provided in Chapter 656 of the Code of Iowa, and all payments made herein shall be forfeited, or the Sellers may proceed by an action at law or in equity and the Buyers agree to pay costs and reasonable attorney fees, including the Broker's commission and any other expense incurred by the Sellers and a Receiver may be appointed. The failure of Buyers to perform under this Agreement shall not relieve Sellers of the obligation to pay the Broker's commission. For purposes of collecting the Broker's commission, Broker shall be deemed a third party beneficiary to this Agreement and may maintain an action at law against the Buyers for the collection thereof.
18. **COURT APPROVAL:** If this property is an asset of any estate, trust or conservatorship, this contract is contingent upon Court approval unless declared unnecessary by Buyers' attorney. If necessary, the appropriate fiduciary shall promptly obtain Court approval and conveyance shall be made by Court Officer's Deed.
19. **ESCROW CLOSING:** Buyer and Seller acknowledge and understand that the closing of the sale may be handled by an escrow agent and that the Broker is authorized to transfer the Deposit or any other funds it receives to said escrow agent. After said transfer, Broker shall have no further responsibility or liability to Buyer or Seller for the accounting for said funds. Any escrow agent's charge for the escrow closing shall be equally divided between Buyer and Seller. Buyer and Seller hereby agree to waive the preliminary closing settlement statement requirement.
20. **FUNDS:** It is agreed that at the time of settlement funds of the purchase price received from the Buyers and/or Buyers' lender may be used to apply to the purchase price to pay taxes and other liens to comply with the above requirements, same to be handled by the Buyers'/Sellers' attorney, under supervision of the Broker and subject to approval of Buyers' attorney on title questions involved and needed to produce marketable title. Sellers hereby approve the Buyers'/Sellers' attorney to receive such funds and make such payments and disbursements.
21. **GENERAL PROVISIONS:** In the performance of each part of this Agreement, time shall be of the essence. This contract shall be binding on and inure to the benefit of the heirs, executors, administrators, assigns and successors in interest of the respective Parties. Provisions of this Agreement shall survive the closing. Paragraph headings are for the convenience of reference and shall not limit nor affect the meaning of this Contract. Words and phrases herein, including any acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to context.
22. **ACCEPTANCE:** When accepted, this Purchase Agreement shall become a binding contract for the sale and purchase of the subject property. If this Offer is not accepted on or before \_\_\_\_\_, it shall become null and void and all payments shall be repaid to the Buyers without liability on the part of the Broker to either party. IF accepted by the Sellers on a later date and such acceptance is ratified in written or other form by Buyers, then this Contract will be valid and binding.

We, the Sellers, hereby accept this Offer this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The LISTING and SELLING BROKERS are agents of the parties hereto as outlined above. Their fiduciary duties of loyalty and faithfulness are owed to the party they represent. However, they must treat the other party with honesty and fairness. They must respond to all questions of the parties accurately and must disclose MATERIAL DEFECTS about which they have knowledge. The BROKERS, their agents, employees and associates are not required, however, to discover hidden defects in the property or give advice on matters outside the scope of their real estate license.

5. **INCLUDED PROPERTY:** Included with property shall be all fixtures that integrally belong to, are specifically adapted to, or are a part of the real estate, whether attached or detached, such as: attached carpeting, light fixtures (including light bulbs), awnings, storm windows, storm doors, screens, air conditioning equipment (except window type), electrical service cables, fencing, shelving, gates, bushes, trees, shrubs, and plants.
6. **RENTAL PROPERTY:** If this property is currently used as a rental property, the agreement is not contingent upon Sellers providing Buyers evidence of compliance with local zoning and housing code ordinances, if applicable, unless otherwise provided herein.
7. **NOTICE:** Any notice required under this Purchase Agreement shall be deemed given when it is received in writing either by hand delivery or by certified mail, return receipt requested. Persons designated for receipt of any notice for the purpose of this Agreement shall be as follows:

**For The Sellers:** \_\_\_\_\_  
Address: \_\_\_\_\_  
City, St., Zip: \_\_\_\_\_

**For The Buyers:** Concetta J. Clark  
Address: 715 Mulberry Street  
City, St., Zip: Waterloo, IA 50703

Copies of all such notices shall be also sent to the Listing Agent and Selling Agent as designated in this Agreement, or their Brokers.

8. **OTHER PROVISIONS:** Buyer has 0 days Due Diligence. Buyer has the right to terminate this offer due to Buyers sole discretion. Due Diligence shall begin with acceptance of this offer. Buyer shall receive a copy of all appraisals, site and building plans, environmental studies, annual fire sprinkler system test, and other information regarding this property. Buyer also has the right to inspect the property during Due Diligence phase, and to meet with city officials regarding redevelopment of the property and receiving proper zoning.

9. **TAXES:**

- A. The Sellers shall pay all real estate taxes that are liens for prior years and all those that are due and payable in the fiscal year in which possession is given.
- B. The Sellers shall pay their prorated share, based upon possession, of the real estate taxes for the fiscal year in which possession is given due and payable in the subsequent fiscal year. The Buyers shall be given a credit for such proration at closing based upon the last known actual real estate taxes payable according to public record. However, if such taxes are not based upon the full assessment of the present property improvements or the tax classification as of the date of possession, such proration shall be based on the current mileage and the assessed value as shown by the Assessor's records on the date of possession. In the event of such partial assessment, it shall be the duty of the Sellers to so notify the Buyers and Broker.

RE/MAX Real Estate Group Commercial Division  
Windsor Heights Office  
6600 University Avenue • Des Moines, IA 50311-1693  
Phone: (515) 279-6610 • Fax: (515) 279-6611

## PURCHASE AGREEMENT

Date of Agreement: 2/8/2010

To: NEVADA Baptist Church (Seller)

THE UNDERSIGNED Buyers hereby offer to buy the real property situated in Waterloo, Iowa,  
locally known as: 625 Glenwood St

and legally described as: Long in Public Records

subject to and together with any reasonable easements, zoning restrictions, restrictive covenants and  
leases, if any, and agree as follows:

1. **PURCHASE PRICE:** The Purchase Price shall be \$155,000 and the  
method of payment shall  
be as follows:

\$ 0 with this Offer; and \$ 2,500 upon acceptance of this

Offer, said amount(s) to be held in trust by RE/MAX Real Estate Group Trust Account, and the balance  
of the purchase price shall be payable as follows

- A. **CASH.** Buyers will pay the balance of the purchase price in cash at the time of closing. This  
Agreement is not contingent upon Buyers obtaining such funds.

2. **POSSESSION AND CLOSING:** Possession is to be given on or about March 1, 2010.

Adjustments of interest, rents, or any other charges attributable to the Buyers' possession are to be made  
of like date. Closing shall occur after approval of title and PRIOR TO POSSESSION. If for any reason  
possession is before or after the day of closing, the parties shall make a separate agreement with  
adjustments as of the date of possession. This transaction shall be considered closed upon filing of  
documents and receipt of all funds by the Broker.

3. **CONDITION OF PROPERTY:** The property as of the date of this agreement including buildings,  
grounds, and all improvements will be preserved by the Sellers in its present condition until possession,  
ordinary wear and tear excepted. Sellers represent that as of the date of closing, the heating equipment,